

**RESOLUTION NO. 2020/2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING TECHNICAL REVISIONS TO CLAY COUNTY SHIP PROGRAM'S LOCAL HOUSING ASSISTANCE PLAN (LHAP) IN EFFECT FOR STATE FISCAL YEARS 2019-2020, 2020-2021, 2021-2022 TO INCREASE THE MAXIMUM AWARDS UNDER SECTION II. LHAP STRATEGIES FOR (A) OWNER OCCUPIED HOUSING REHABILITATION, (D) SPECIAL NEEDS HOUSING (NON-PROFIT), (F) DEMOLITION AND RECONSTRUCTION – HOME REPLACEMENT, AND (G) HOMES FOR WOUNDED VETERANS; AUTHORIZING THE SUBMISSION OF THE LHAP AND THIS RESOLUTION TO THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Recitals**

**WHEREAS**, the Florida Legislature established the State Housing Initiatives Partnership (SHIP) Program under Section 420.9072, Florida Statutes, for the purpose of providing funds to local governments as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment; and

**WHEREAS**, the County established a program for the disbursement and administration of SHIP funds (Clay County SHIP Program); and

**WHEREAS**, to be eligible for SHIP funding, the State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes (the Act), and Rule Chapter 67-37, Florida Administrative Code (the Rule), require local governments to develop a one- to three-year Local Housing Assistance Plan outlining how SHIP funds will be used; and

**WHEREAS**, the Act requires local governments to establish the maximum SHIP funds allowable for each strategy identified in the Local Housing Assistance Plan; and

**WHEREAS**, as provided in the Act, Clay County developed, implemented, and adopted via Resolution 2018/2019-44 its three-year Local Housing Assistance Plan in effect for the State's fiscal years 2019-2020, 2020-2021, and 2021-2022 providing for the use of SHIP funds within Clay County (LHAP); and

**WHEREAS**, Clay County's SHIP Program has made technical revisions to the LHAP under Section II. LHAP Strategies to increase the maximum awards for (A) Owner Occupied Housing Rehabilitation, (D) Special Needs Housing (Non-Profit), (F) Demolition and Reconstruction – Home Replacement, and (G) Homes for Wounded Veterans; and

**WHEREAS**, these technical revisions have been submitted to and approved by the Florida Housing Finance Corporation pending approval by the Board of County Commissioners of Clay County; and

**WHEREAS**, the Board of County Commissioners of Clay County desires to amend the LHAP as attached hereto.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The Board of County Commissioners of Clay County, Florida hereby approves the technical revisions to the LHAP under Section II. LHAP Strategies to increase the maximum awards for (A) Owner Occupied Housing Rehabilitation, (D) Special Needs Housing (Non-Profit), (F) Demolition and Reconstruction – Home Replacement, and (G) Homes for Wounded Veterans, as attached as **Exhibit A** and incorporated hereto, with additions shown as bolded and underlined and deletions shown as stricken through.

Section 2. Pursuant to the Act and the Rule, the amended LHAP and this Resolution shall be submitted by the Clay County SHIP Program to the Florida Housing Finance Corporation.

Section 3. This Resolution shall become effective immediately upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida this \_\_\_\_\_ day of April, 2021.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Mike Cella, Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

# EXHIBIT A

# CLAY COUNTY SHIP PROGRAM

## LOCAL HOUSING ASSISTANCE PLAN (LHAP)

**2019-2020, 2020-2021, 2021-2022**

Technical Revisions December 2019

Technical Revisions to Disaster Strategy April 2020

Technical Revisions April 2021





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**I. Program Details:**

**A. LG(s)**

Name of Local Government	Clay County Board of County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2019-2020, 2020-2021, 2021-2022

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-420.9079, Florida Statutes and

Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.



The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

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- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, Florida Statutes, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.



- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Housing Finance Authority of Clay County	Administration of the Program	100%
Third Party Entity/Sub-recipient		

- R. Project Delivery Costs: Project Delivery Costs:** Project Delivery Costs will be paid to a third party who is not a county employee for inspection services provided under the Owner Occupied Rehabilitation Strategy, and any other strategies that require construction and inspections, such as the Demolition and Reconstruction – Home Replacement strategy as well as the Homes for Wounded Veterans strategy. Those inspection services under the Owner Occupied Rehabilitation Strategy include the initial inspection of the property in order to prepare bid specifications for each rehabilitation project; attendance at the mandatory contractor walk through to discuss the rehabilitation work to be done; continuous monitoring of the construction process; and the final inspection of the work completed on each project. No more than five percent (5%) of the award shall be paid for inspection services.





Project Delivery Costs will be paid to the service provider under the Homeless Stabilization Program, because there is no continuum of care provider in this area currently providing services under the Homeless Stabilization Program. Five percent (5%) of the award per household will be paid for case management. An additional five percent (5%) of the award per household will be paid for counseling services.

- S. **Essential Service Personnel Definition:** Essential Service Personnel is defined as employees or persons whose occupation is considered essential to the community, including teachers and educators, law enforcement, fire and emergency services personnel, health care personnel, skilled building trades personnel, financial and hospitality personnel.
  
- T. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** Clay County through implementation of the various SHIP housing strategies shall encourage and support green, storm resistant and low maintenance construction, including energy efficient features that are economically sound with respect to the goals and beneficiaries of each strategy. Green building and energy savings shall be encouraged in all appropriate SHIP housing strategies as well as energy star appliances, ceiling fans and light fixtures when appropriate. Energy star fluorescent light fixtures, high efficiency air conditioning units with programmable thermostats, added insulation, light colored roofing material, low/no VOC interior paint, high efficiency low flow and/or dual flushing toilet systems, low-flow shower heads and faucets, durable long-lasting asphalt roof singles will also be used in SHIP projects.
  
- U. **Describe efforts to meet the 20% Special Needs set-aside:** Clay County SHIP Coordinator meets on a regular basis with the not-for-profit entities that serve the special needs population to discuss their housing needs. The goals will be met through Owner Occupied Housing Rehabilitation and rental assistance strategies.
  
- V. **Describe efforts to reduce homelessness:** Efforts to reduce homelessness have been carried out through the Special Needs Housing (Non-Profit) Strategy whereby the SHIP program has been able to provide funds to a local not-for-profit entity whose mission is to end homelessness and promote self-sufficiency. The Homeless Stabilization Program Strategy has been added to provide additional assistance to the effort to reduce homelessness.



**Section II. LHAP Strategies:**

<b>A. Owner Occupied Housing Rehabilitation</b>	<b>Code 3</b>
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- a. **Summary:** SHIP funds will be used for qualified applicants whose homes are in need of repair. Repairs may include roofing, electrical, plumbing, heating/air conditioning, accessibility modifications, health/sanitary problems, safety code violations, and or interior /exterior damage or deterioration to the structure. Under this strategy, failing septic systems and old wells can be replaced by paying for connection fees, abandoning private wells and closing septic tanks, as well as other related plumbing costs may be funded under this strategy.
- b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022
- c. **Income Categories to be served:** Extremely Low, Very Low and Low (Moderate in the event of a federally declared disaster)
- d. **Maximum award:** ~~\$27,500.00~~ **\$45,000.00**
- e. **Terms:**
  - 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
  - 2. Interest Rate: 0%
  - 3. Years in loan term: Up to 30 years unless a default occurs
  - 4. Forgiveness: If applicant meets the criteria of disabled or age 62 and above, the loan is forgiven at the rate of 20% per year.
  - 5. Repayment: The loan is made as a “due on sale” loan and repayment will be made upon the Event of Default.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term; sale, transfer or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel and income groups. A waiting list will be maintained in the event funding is not available and applications are taken all year long. Applicants must, at a minimum meet the following criteria:



- The applicant has legally owned and resided in the home continuously for a minimum of one year prior to applying for assistance and must be able to provide proof of ownership;
- The applicant(s) mortgage payment is not more than 30 days delinquent at the time of application;
- The applicant(s) property taxes are not delinquent;
- The applicant may not be delinquent on any debt owed to Clay County;
- The applicant(s) must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemptions;
- The applicant has been discharged from any bankruptcy filed;
- The applicant has not received SHIP rehabilitation assistance during the previous five (5) funding years;
- The assessed value of the home may not exceed the maximum sales price allowed by the Clay County SHIP Program;
- The applicant may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00 in value;
- The applicant(s) may not have any unresolved property code violations / citations, excluding primary residence, issued either by the county or by any city/town, if the property is located within an unincorporated area other than the item being addressed by SHIP;
- Any applicant who is delinquent on child support or alimony payments, in violation of any valid court order or judgment, will be denied SHIP assistance;

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information:** Loan will be awarded in the amount of money required to make necessary repairs on the home. Repairs are prioritized to provide safe and sanitary living conditions. The maximum loan amount will not be awarded in all cases. The recipient may re-apply for additional assistance ~~in an amount up to \$25,000.00 under the Owner Occupied Rehabilitation Strategy~~ after a five year period of time has elapsed since the final inspection of the previous allotment. There is a maximum lifetime assistance award of \$50,000.00 for each recipient of Housing Rehabilitation Funds. Mobile Homes are not eligible. The County's Purchasing Policy shall be used to determine the bid process, dependent upon the dollar amount of rehabilitation work required.

<b>B. Purchase Assistance/Down Payment Assistance</b>	Code 1, 2
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- a. **Summary:** Funds will be used for qualified persons in need of down payment and/or closing cost assistance to purchase a new or existing home. This strategy will be partnered with the Housing Finance Authority of Clay County's First Time Homebuyer Program.
- b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022
- c. **Income Categories to be served:** Very Low, Low and Moderate up to 140% of AMI
- d. **Maximum award:** Up to a maximum of \$15,000.00
- e. **Terms:**
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 30 years
  4. Forgiveness: Loan will not be forgiven, but will be required to be paid back at the end of the term.
  5. Repayment: No payments are required until the end of the 30 year term of the first mortgage, provided the property remains the homeowner's primary residence and the homeowner does not sell, rent or transfer title to the property.
  6. The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing repayment.
- f. **Recipient Selection Criteria:**
- The applicant must be a first time homebuyer. A first time homebuyer is defined as never having owned a home, or not having owned a home within the past three years, or a veteran;
  - The appraised value of the home may not exceed the maximum sales price allowed in the Clay County SHIP Program;
  - The property being purchased must be in Clay County;
  - Applicants must be eligible through the Home Sweet Home First Time Homebuyer Program/Housing Finance Authority of Clay County First Time Homebuyer Program and must have completed all necessary requirements of that program.



- g. **Sponsor Selection Criteria:** The County has an ongoing contract with the Housing Finance Authority of Clay County.
- h. **Additional Information:** This strategy will be used in conjunction with the Housing Finance Authority of Clay County's First Time Homebuyer Program, also known as the Home Sweet Home Program. Clay County will provide SHIP program income funds to the Housing Finance Authority of Clay County, on a reimbursement basis for said down payment assistance. The Housing Finance Authority of Clay County will retain and service the down payment assistance loans. When the loans are paid in full, the Housing Finance Authority will designate these funds to be used only for down payment assistance to qualified individuals or will return said sums to the SHIP Program. Mobile Homes are not eligible.

<b>C. Disaster Assistance</b>	Code 5, 16
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- a. **Summary:** Funds may be used in this strategy to provide emergency repairs to households following a disaster as declared by state or federal Executive Order. Funds may be used for such items as, but not limited to, purchase of emergency supplies for eligible households to weatherproof damaged homes; interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable; construction of wells or repair of existing wells where public water is not available; post disaster assistance with non-insured repairs, rental and utility assistance for eligible applicants, and mortgage and utility payment assistance for eligible applicants. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered. Funds will not be allocated to this strategy except in the case of a federal or state disaster declaration for the county.
- b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022
- c. **Income Categories to be served:** Extremely Low, Very Low and Low
- d. **Maximum award:** \$4,000.00
- e. **Terms:**
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel and income groups as described in Section I of this plan.
- g. **Sponsor Selection Criteria:** N/A
- h. **Additional Information:** If homeowner is insured, proceeds from the insurance must be used first before



SHIP funds. Mobile homes are not eligible under this strategy.

<b>D. Special Needs Housing (Non-Profit)</b>	Code 12
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- a. **Summary:** This program will provide funding for the purchase of new construction housing, the purchase of existing housing and the rehabilitation of or additions to existing housing used for special needs housing groups as noted in s. 420.9075(1)(a), Florida Statutes, including, but not limited to, homeless people, the elderly, migrant farm workers and persons with disabilities. This program will provide funding for the purchase of generators or any other special use equipment required to maintain a group home.
- b. **Fiscal Year Covered:** 2019-2020, 2020-2021, 2021-2022
- c. **Income Categories to be served:** Extremely Low, Very Low and Low
- d. **Maximum Award:** ~~\$70,000.00~~ **\$100,000.00**
- e. **Terms:**
  - 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15 years
  - 4. Forgiveness: Forgiven after 15 years provided Sponsor/Developer actively and exclusively uses the property for housing adults with special needs as defined in s. 420.0004(13), Florida Statutes, or housing for the homeless or the elderly and provided the Sponsor/Developer continually meets the Minimum Occupancy Requirements set forth in the County's SHIP Grant Funding Agreement.
  - 5. Repayment: No repayment is required provided a default does not occur within the 15 year loan period.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property, failure to occupy the property for housing adults with special needs or housing for homeless or the elderly and provided the sponsor/developer meets the requirements set out in the County SHIP Funding Agreement.
- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in Section I of this Plan.
- g. **Sponsor Selection Criteria:** Assistance is awarded on a first-qualified, first served basis to applicant-sponsors meeting the following criteria:
  - Funds must be expended in Clay County;
  - They must provide shelters or group homes to domestic violence victims, persons with developmental disabilities, the homeless, the elderly, disabled adults or similar populations;
  - They have successfully completed projects similar to those being developed and in a timely manner, thus demonstrating capability to develop affordable housing;



- Their financial accountability standards permit the Clay County SHIP Coordinator to account for and audit the SHIP funds utilized, in order to meet the state statutory requirements of the SHIP Program relating to the beneficiaries and units assisted;
- They have administrative capability to provide all necessary income and demographic documentation in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expending SHIP Program Funds;
- They demonstrate or document items that are in place: zoning, infrastructure, site control;
- There is one contact person named, preferably having prior grant experience

h. **Additional Information:** N/A

<b>E. Homeless Stabilization Program</b>	Code 13, 26
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a. **Summary:** The intent of the Homeless Stabilization Program is to assist families and individuals, who reside in Clay County, to gain and maintain stable rental housing. Funds will be awarded to renter households in need of assistance for (1) Eviction Prevention not to exceed six (6) month’s rent, or (2) Rent Subsidies for up to twelve (12) months. Families and individuals who are still housed but are in imminent risk of becoming homeless could request Eviction Prevention Assistance. Families or individuals who are already homeless could request Rapid Rehousing Assistance.

b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022

c. **Income Categories to be served:** Extremely Low, Very Low and Low

d. **Maximum award:** \$10,000.00

e. **Terms:**

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. **Recipient Selection Criteria:**

Applicants must be participating in a program sponsored by an agency or not-for-profit group who has been selected to participate in this strategy and whose mission is to end homelessness, to promote housing stabilization and self-sufficiency.



- To receive rent subsidies, the recipient must be homeless, as defined by s. 420.621, Florida Statutes. To receive eviction prevention, the recipient must be at risk of homelessness (at least two months behind in rent payments);
- The recipient must income qualify as extremely low, very low or low income;
- The recipient must be a resident of Clay County;
- The recipient must have documentation of hardship (i.e. proof of homelessness, past due rent notice, or eviction notice);
- The recipient must meet with the approved Housing Stability Counselor for the time that is required to obtain and/or stabilize housing.

g. **Sponsor/Sub-recipient Selection Criteria:**

Funds may be disbursed through a Sponsor/Developer for the benefit of the applicant. Criteria for selection of a Sponsor/Developer will include:

- The length of time the organization (minimum of three (3) years) has been operating in Clay County or in the Northeast Florida Regional Area;
- Experience in the development of plans to assist the homeless and those in danger of being homeless;
- Financial and human resource capacity to administer the program;
- Sponsor must have successfully completed projects similar in nature to those being developed and in a timely manner, thus demonstrating capacity to develop a plan to assist the homeless and those in danger of being homeless;
- The Sponsor must demonstrate financial accountability standards that permit the Clay County SHIP Program Administrator to account for and audit the SHIP funds utilized in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries and units assisted;
- Must have the administrative capacity to provide all necessary income and demographic documentation by May 30 of the year monies are expended, in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expending SHIP Program funds;
- The Sponsor should have prior applicable grant experience and should have prior experience in identifying safe, decent and affordable permanent housing;
- The Sponsor should have prior experience providing individualized short-term financial assistance and short term case management.

h. **Additional Information:** Funding is based upon funding availability.



<b>F. Demolition and Reconstruction – Home Replacement</b>	Code 4
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- a. **Summary:** This strategy provides funding for the replacement of an existing single family dwelling that has been determined not economically feasible to rehabilitate the existing home. This strategy will only be available to persons over age 62, disabled or special needs, or an honorably discharged veteran.
- b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022
- c. **Income Categories to be served:** Extremely Low, Very Low and Low
- d. **Maximum award:** ~~\$160,000.00~~     **\$170,000.00**
- e. **Terms:**
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 10 years
  4. Forgiveness: All loans will be forgiven at the rate of 10% per year on the anniversary date of the mortgage
  5. Repayment: Due on sale or transfer of title within the first ten years of the deferred loan. No payments are required as long as the property remains the applicant's primary residence.
  6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the property as his primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- f. **Recipient Selection Criteria:** Applicants will be ranked for assistance based on first-qualified, first-served basis with priorities for Special Needs, Essential Personnel and income groups described in Section I of this Plan. In addition, the applicant must:
- The applicant has legally owned and resided in the home continuously for a minimum of one year prior to applying for assistance and must be able to provide proof of ownership;
  - The applicant(s) property taxes are not delinquent;
  - The applicant may not be delinquent on any debt owed to Clay County;
  - The applicant(s) must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemptions;
  - The applicant has been discharged from any bankruptcy filed at least one year prior to the application;



- The applicant has never received SHIP assistance;
- The appraised value of the home may not exceed the maximum sales price allowed in the Clay County SHIP Program;
- The applicant may not have assets (excluding retirement or IRA accounts) exceeding \$15,000.00 in value;
- The applicant(s) may not have any unresolved property code violations/citations, excluding principal residence, issued either by the county or by any city/town, if the property is located within an unincorporated area other than the item being addressed by SHIP;

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information:** N/A

<b>G. Homes for Wounded Veterans</b>	Code 11
--------------------------------------	---------

a. **Summary:** This strategy will provide funds for new construction home or to rehabilitate or retrofit an existing home. This strategy is intended to meet the housing needs of qualified candidates who are wounded veterans.

b. **Fiscal Years Covered:** 2019-2020, 2020-2021, 2021-2022

c. **Income Categories to be served:** Extremely Low, Very Low, Low or Moderate

d. **Maximum award:** ~~\$160,000.00~~     **\$170,000.00**

e. **Terms:**

1. Repayment loan/deferred loan/grant: All assistance under this strategy will be secured with a note and mortgage on the property.
2. Interest Rate: 0%
3. Years in loan term: Five Years
4. Forgiveness: This loan will be forgiven at the rate of 20% per year on the anniversary date of the mortgage.
5. Repayment: No repayment is required as long as the loan is in good standing and not in default.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer or conveyance of property, conversion to a rental property, loss of homestead exemption eligibility, failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during their loan term, the loan may be assumed by a SHIP eligible heir who will occupy the property as their primary residence. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. **Recipient Selection Criteria:**

- The recipient must be an honorably retired or separated veteran from the military;
- The recipient must be eligible as a “Person with Special Needs” as defined in Section 420.004(13), F.S.;
- The recipient may be nominated or chosen from an entity that provides services to wounded veterans;
- The applicant may not be delinquent on any debt owed to Clay County;
- The applicant(s) must provide proof of filing Federal Income Tax return for the previous year or provide proof of exemptions;
- The applicant has been discharged from any bankruptcy filed;
- The applicant has never received SHIP assistance;
- The appraised value of the home may not exceed the maximum sales price allowed in the Clay County SHIP Program;
- Any applicant who is delinquent on child support or alimony payments, in violation of any valid court order or judgment, will be denied SHIP assistance;
- Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in Section I of this Plan;
- Clay County Purchasing policy will be used to determine the bid process to be used.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information:** N/A

### III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**  
Permits as defined in s. 163.3177 (6)(f)(3), F.S. for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

The Board of County Commissioners has an ordinance, which gives priority to affordable housing. Clay County has never had a backlog in its review process. If the County were to experience a backlog within its reviewing process, affordable housing projects shall receive first review over all other housing projects. The applicant can contact either the Building Department or the SHIP Administrator if a delay were to occur and the application will be given immediate priority. The Building Department permit clerks, who issue all permits, are aware of this policy and will give those applicants first review.

- B. Name of the Strategy: **Ongoing Review Process**  
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

This is an ongoing process. Local policies, ordinances, and regulations are reviewed through committee meetings at the time of proposal and prior to adoption. The SHIP-required Affordable Housing Advisory Committee (AHAC) serves as a “clearing house” for affordable housing issues. In addition, the Planning and Zoning Board and the Board of County Commissioners review policies, ordinances, regulations and plan provisions.

- C. Other Incentive Strategies Adopted: N/A

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Interlocal Agreement.
- G. Clay County SHIP Subordination Policy.

**(Local Government name)**

Fiscal Year: 2019-2020	
Estimated SHIP Funds for Fiscal Year:	\$ 950,000.00
Salaries and Benefits	\$ 57,000.00
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 200.00
Professional Services	\$ 37,300.00
Total	\$ 95,000.00
Admin %	10.00%
<b>OK</b>	

Fiscal Year 2020-2021	
Estimated SHIP Funds for Fiscal Year:	\$ 950,000.00
Salaries and Benefits	\$ 57,000.00
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 200.00
Professional Services	\$ 37,300.00
Total	\$ 95,000.00
Admin %	10.00%
<b>OK</b>	

Fiscal Year 2021-2022	
Estimated SHIP Funds for Fiscal Year:	\$ 950,000.00
Salaries and Benefits	\$ 57,000.00
Office Supplies and Equipment	\$ 500.00
Travel Per diem Workshops, etc.	\$
Advertising	\$ 200.00
Professional Services	\$ 37,300.00
Total	\$ 95,000.00
Admin %	10.00%
<b>OK</b>	

\*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

**Exhibit B**  
**Timeline for SHIP Expenditures**

Clay County SHIP Program \_\_\_\_\_ affirms that funds allocated for these fiscal years will  
(local government)  
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 <sup>st</sup> Year AR	2 <sup>nd</sup> Year AR	Closeout AR
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022
2020-2021	6/30/2022	6/30/2023	9/15/2021	9/15/2022	9/15/2023
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 <sup>st</sup> Year AR Not Submitted	2 <sup>nd</sup> Year AR Not Submitted	Closeout AR Not Submitted
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022
2020-2021	3/30/2022	3/30/2023	6/15/2021	6/15/2022	6/15/2023
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024

**Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) and include:**

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) when you are ready to "submit" the AR.*

**Other Key Deadlines:**

AHAC reports are due for each local government the same year as the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2019-2020**

<b>Name of Local Government:</b>		<b>Clay County</b>										
<b>Estimated Funds (Anticipated allocation only):</b>		<b>\$ 950,000</b>										
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes		\$15,000		\$15,000	18	\$15,000	\$270,000.00	\$270,000.00	\$270,000.00	18
3	Owner Occupied Rehab	Yes	5	\$25,000	5	\$25,000			\$250,000.00	\$0.00	\$250,000.00	10
4	Demolition and Reconstruction	Yes		\$160,000	1	\$160,000			\$160,000.00		\$160,000.00	1
5	Disaster Mitigation	Yes	1	\$3,000	1	\$3,000			\$6,000.00		\$6,000.00	2
11	Homes for Veterans	Yes		\$160,000		\$160,000		\$160,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Homeownership</b>		6		7		18		\$686,000.00	\$270,000.00	\$686,000.00	31
<b>Purchase Price Limits:</b>			<b>New</b>	\$ 247,500	<b>Existing</b>	\$ 247,500						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
12	Special Needs Housing	No	1	\$70,000		\$70,000			\$70,000.00	\$70,000.00	\$70,000.00	1
13, 26	Homeless Stabilization	No	10	\$10,000		\$10,000			\$0.00	\$100,000.00	\$100,000.00	10
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		11		0		0		\$70,000.00	\$170,000.00	\$170,000.00	11
	Administration Fees			\$ 95,000		10%		OK				
	Home Ownership Counseling			\$ -								
<b>Total All Funds</b>				\$ 951,000	<b>This total is over the allocation and will require less than the maximum amount be awarded per applicant</b>							

**Set-Asides**

Percentage Construction/Rehab (75% requirement)		79.6%	OK
Homeownership % (65% requirement)		72.2%	OK
Rental Restriction (25%)		17.9%	OK
Very-Low Income (30% requirement)	\$ 298,000	31.4%	OK
Low Income (30% requirement)	\$ 288,000	30.3%	OK
Moderate Income	\$ 270,000	28.4%	



**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2020-2021**

Name of Local Government:		Clay County										
Estimated Funds (Anticipated allocation only):		\$ 950,000										
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes		\$15,000		\$15,000	18	\$15,000	\$270,000.00	\$270,000.00	\$270,000.00	18
3	Owner Occupied Rehab	Yes	5	\$25,000	5	\$25,000			\$250,000.00	\$0.00	\$250,000.00	10
4	Demolition and Reconstruction	Yes		\$160,000	1	\$160,000			\$160,000.00		\$160,000.00	1
5	Disaster Mitigation	Yes	1	\$3,000	1	\$3,000			\$6,000.00		\$6,000.00	2
11	Homes for Veterans	Yes		\$160,000		\$160,000		\$160,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Homeownership</b>		6		7		18		\$686,000.00	\$270,000.00	\$686,000.00	31
Purchase Price Limits:			<b>New</b>	\$ 247,500	<b>Existing</b>	\$ 247,500						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
12	Special Needs Housing	No	1	\$70,000		\$70,000			\$70,000.00	\$70,000.00	\$70,000.00	1
13, 26	Homeless Stabilization	No	10	\$10,000		\$10,000			\$0.00	\$100,000.00	\$100,000.00	10
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		11		0		0		\$70,000.00	\$170,000.00	\$170,000.00	11
	Administration Fees			\$ 95,000		10%		OK				
	Home Ownership Counseling			\$ -								
<b>Total All Funds</b>				\$ 951,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

**Set-Asides**

Percentage Construction/Rehab (75% requirement)		79.6%	OK
Homeownership % (65% requirement)		72.2%	OK
Rental Restriction (25%)		17.9%	OK
Very-Low Income (30% requirement)	\$ 298,000	31.4%	OK
Low Income (30% requirement)	\$ 288,000	30.3%	OK
Moderate Income	\$ 270,000	28.4%	

**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2021-2022**

Name of Local Government:		Clay County										
Estimated Funds (Anticipated allocation only):		\$ 950,000										
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes		\$15,000		\$15,000	18	\$15,000	\$270,000.00	\$270,000.00	\$270,000.00	18
3	Owner Occupied Rehab	Yes	5	\$25,000	5	\$25,000			\$250,000.00	\$0.00	\$250,000.00	10
4	Demolition and Reconstruction	Yes		\$160,000	1	\$160,000			\$160,000.00		\$160,000.00	1
5	Disaster Mitigation	Yes	1	\$3,000	1	\$3,000			\$6,000.00		\$6,000.00	2
11	Homes for Veterans	Yes		\$160,000		\$160,000		\$160,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Homeownership</b>		6		7		18		\$686,000.00	\$270,000.00	\$686,000.00	31
Purchase Price Limits:			<b>New</b>	\$ 247,500	<b>Existing</b>	\$ 247,500						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
12	Special Needs Housing	No	1	\$70,000		\$70,000			\$70,000.00	\$70,000.00	\$70,000.00	1
13, 26	Homeless Stabilization	No	10	\$10,000		\$10,000			\$0.00	\$100,000.00	\$100,000.00	10
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		11		0		0		\$70,000.00	\$170,000.00	\$170,000.00	11
	Administration Fees			\$ 95,000		10%		OK				
	Home Ownership Counseling			\$ -								
<b>Total All Funds</b>				\$ 951,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

**Set-Asides**

Percentage Construction/Rehab (75% requirement)		79.6%	OK
Homeownership % (65% requirement)		72.2%	OK
Rental Restriction (25%)		17.9%	OK
Very-Low Income (30% requirement)	\$ 298,000	31.4%	OK
Low Income (30% requirement)	\$ 288,000	30.3%	OK
Moderate Income	\$ 270,000	28.4%	

EXHIBIT D

LHAP CERTIFICATION

## **CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: Clay County SHIP Program

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e), Florida Statutes. To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

Mike Cella  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

MIKE CELLA, CHAIRMAN  
Type Name and Title

4/23/19  
Date

**OR**

\_\_\_\_\_  
Attest:  
(Seal)



10/10/10  
10/10/10

The first part of the document is a letter from the Secretary of the State of New York to the Governor, dated October 10, 1910. The letter is addressed to the Governor and is signed by the Secretary.

The second part of the document is a letter from the Governor to the Secretary, dated October 10, 1910. The letter is addressed to the Secretary and is signed by the Governor.

The third part of the document is a letter from the Secretary to the Governor, dated October 10, 1910. The letter is addressed to the Governor and is signed by the Secretary.

The fourth part of the document is a letter from the Governor to the Secretary, dated October 10, 1910. The letter is addressed to the Secretary and is signed by the Governor.

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The thirteenth part of the document is a letter from the Secretary to the Governor, dated October 10, 1910. The letter is addressed to the Governor and is signed by the Secretary.

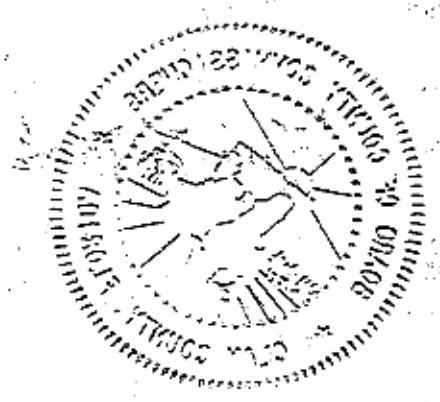


EXHIBIT E

ADOPTING RESOLUTION

RESOLUTION #: 2018/2019 - 44

A RESOLUTION OF THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that



small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS**, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the County Commission finds that it is in the best interest of the public for Clay County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA that:**

Section 1: The Board of County Commissioners of Clay County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for fiscal years 2019/2020, 2020/2021, 2021/2022.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 23<sup>RD</sup> DAY OF APRIL, 2019.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

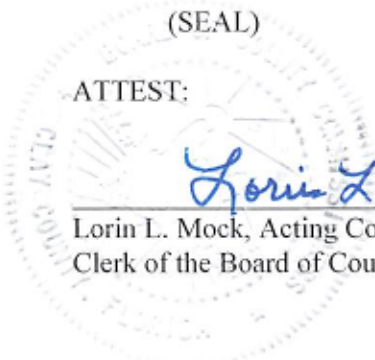
  
\_\_\_\_\_  
Mike Cella, Its Chairman

(SEAL)

ATTEST:



\_\_\_\_\_  
Lorin L. Mock, Acting County Manager and  
Clerk of the Board of County Commissioners

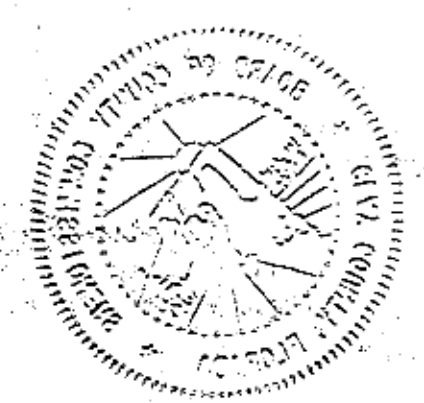


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**EXHIBIT F**

**INTERLOCAL AGREEMENT BETWEEN**

**CLAY COUNTY BOARD OF COUNTY COMMISSIONERS AND THE HOUSING FINANCE AUTHORITY OF CLAY  
COUNTY**

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT**  
[SHIP and NSP Administration]

**THIS INTERLOCAL AGREEMENT** (this Interlocal Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes, as of the 20<sup>th</sup> day of November, 2012.

**RECITALS**

**WHEREAS**, Part VII of Chapter 420, Florida Statutes, is the codification of the State Housing Initiatives Partnership Act (the Act); and,

**WHEREAS**, the Act establishes the State Housing Initiatives Partnership Program (the SHIP Program); and,

**WHEREAS**, pursuant to Section 420.9072, Florida Statutes, the SHIP Program “is created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment”; and,

**WHEREAS**, the County is the recipient of funds from the State provided through the SHIP Program (SHIP Funds); and,

**WHEREAS**, as provided in the Act, the County has developed and implemented its Local Housing Assistance Plan providing for the use of SHIP Funds within the County (the LHAP); and,

**WHEREAS**, the Florida Housing Finance Corporation established under Part V of Chapter 420, Florida Statutes (the FHFC), is the agency of the State with jurisdiction over the SHIP Program; and,

**WHEREAS**, the FHFC has been delegated the authority to promulgate rules and regulations governing the SHIP Program; and,

**WHEREAS**, the County is the recipient of funds from the State provided through the neighborhood stabilization program (NSP1) authorized under the Housing and Economic Recovery Act of 2008 (HERA); and,

**WHEREAS**, the County’s use of the NSP1 funds is governed under the terms of that certain subgrant agreement entered into between the County and the Florida Department of Community Affairs (DCA), designated by the County as Agreement Contract No. 2008/09-148 and by DCA as Contract No. 10DB-4X-04-20-01-F07 (the NSP1 Contract); and,

**WHEREAS**, consistent with HERA, the County has used the NSP1 funds for the purchase and rehabilitation of abandoned or foreclosed residential properties, which are then sold or rented to income-qualified persons, thereby advancing the cause of affordable housing within the County; and,

**WHEREAS**, the County has entered into a developer agreement with BASCA, Inc., a Florida not-for-profit corporation (BASCA), designated by the County as Agreement/Contract No. 09/10-107 (the BASCA Contract), by which BASCA has purchased and rehabilitated qualified properties using NSP1 funds, then sold or rented the same to qualified persons, consistent with the NSP1 Contract; and,

**WHEREAS**, the County has entered into a developer agreement with Neighborhood Housing and Development Corporation, a Florida not-for-profit corporation (NHDC), designated by the County as Agreement/Contract No. 09/10-111 (the NHDC Contract-NSP1), by which NHDC has also purchased and rehabilitated qualified properties using NSP1 funds, then sold or rented the same to qualified persons, consistent with the NSP1 Contract; and,

**WHEREAS**, the County has entered into an agreement with Fred Fox Enterprises, Inc., a Florida corporation (FFEI), designated by the County as Agreement/Contract No. 08/09-129 (the Fox NSP1 Agreement); and,

**WHEREAS**, under the terms of the Fox NSP1 Agreement, FFEI provides ongoing compliance monitoring and reporting services for the County with respect to properties purchased under the BASCA Contract and under the NHDC Contract-NSP1; and,

**WHEREAS**, the County is the recipient of funds from the State provided through the neighborhood stabilization program (NSP3) authorized under the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act); and,

**WHEREAS**, as required by DCA, the County has developed and implemented its Housing Assistance Plan providing for the use of NSP3 funds within the County (the NSP3 HAP); and,

**WHEREAS**, the County's use of the NSP3 funds is governed under the terms of that certain subgrant agreement entered into between the County and DCA, designated by the County as Agreement Contract No. 2011/12-10 and by DCA as Contract No. 12DB-Q5-04-20-01-F01 (the NSP3 Contract); and,

**WHEREAS**, consistent with the Dodd-Frank Act, the County has used the NSP3 funds for the purchase of abandoned or foreclosed residential properties, which are then rented to income-qualified persons, further advancing the cause of affordable housing within the County; and,

**WHEREAS**, the County has entered into a developer agreement with NHDC designated by the County as Agreement/Contract No. 11/12-58 (the NHDC Contract-NSP3), by which NHDC has agreed to purchase and rehabilitate qualified properties using NSP3 funds, then rent the same to qualified persons, consistent with the NSP3 Contract; and,

**WHEREAS**, the County has entered into an agreement with FFEI, designated by the County as Agreement/Contract No. 11/12-62 (the Fox NSP3 Agreement); and,

**WHEREAS**, under the terms of the Fox NSP3 Agreement, FFEI provides ongoing compliance monitoring and reporting services for the County with respect to properties purchased under the NHDC Contract-NSP3; and,

**WHEREAS**, Part IV of Chapter 159 of the Florida Statutes authorizes county governments to create housing finance authorities within the State for the purpose of issuing revenue bonds and refunding bonds to assist in relieving the shortage of housing available at prices or rentals which are affordable to many persons and families; and,

**WHEREAS**, by the adoption of Ordinance No. 80-19, the County's Board of County Commissioners (the Board) created the HFA pursuant to Section 159.604, Florida Statutes; and,

**WHEREAS**, the HFA is a special purpose governmental entity and a dependent special district within the meaning of Section 189.403(2), Florida Statutes; and,

**WHEREAS**, consistent with its primary mission of assisting in the creation of affordable housing for qualified purchasers within the County, the HFA has served in an advisory role to the County in the County's implementation of the SHIP Program locally; and,

**WHEREAS**, the County desires to engage the HFA to provide administrative services for the County's implementation of the SHIP Program locally, for the performance by the County of certain of its obligations under the NSP1 Contract, and for the performance by the County of certain of its obligations under the NSP3 Contract, and the HFA is willing to provide such administrative services under the terms and conditions set forth in this Interlocal Agreement.

**W I T N E S S E T H:**

**NOW THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the County and the HFA (the Parties) do hereby agree as follows:

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Interlocal Act), and all applicable portions of the Interlocal Act are made a part hereof and incorporated herein as if set forth at length herein, including but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the Parties

when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.

(b) This Interlocal Agreement does not and shall not be deemed to relieve any of the Parties of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the Parties, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

2. For purposes of this Interlocal Agreement, the following terms shall have the meanings ascribed:

(a) Act shall mean the Act, as the same may hereafter be amended from time to time.

(b) County Manager shall mean the County Manager of the County or the County Manager's designee.

(c) DCA shall mean DCA as heretofore referenced in the Recitals, and DEO as its successor agency with jurisdiction over NSP1 and NSP3.

(d) DEO shall mean the Florida Department of Economic Opportunity and its successor agency with jurisdiction over NSP1 and NSP3.

(e) Developer shall mean any developer under contract with the County for the purchase of qualified homes under NSP1 and NSP3.

(f) Fox NSP1 Agreement shall mean the Fox NSP1 Agreement as heretofore referenced in the Recitals, as amended by that certain First Amendment thereto;

(g) FHFC shall mean the FHFC as heretofore referenced in the Recitals, and its successor agency with jurisdiction over the SHIP Program.

(h) NSP1 Contract shall mean the NSP1 Contract as heretofore referenced in the Recitals, as modified by Modification Nos. 1, 2, 3 and 4 thereto;

(i) NSP3 Contract shall mean the NSP3 Contract as heretofore referenced in the Recitals, as modified by Modification Nos. 1 and 2 thereto;



(j) Procurement Rules shall mean the most current version of the County's Purchasing Policies Manual, as the same may hereafter be amended from time to time.

(k) SHIP Beneficiaries shall mean persons on whose behalf SHIP Funds are disbursed for home purchase down payment assistance or for home rehabilitation improvements.

(l) SHIP Regulations shall mean the rules and regulations promulgated by the FHFC pertaining to the SHIP Program and the use of SHIP Funds, as the same may hereafter be amended from time to time.

3. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions of the County associated with the operation of the SHIP Program locally, with the exception of the receipt and disbursement of SHIP Funds and funds received on notes issued by borrowers of SHIP Funds (SHIP Repayments), and with the exception of the entry into agreements with SHIP Beneficiaries, with contractors performing home rehabilitation improvements, and with the FHFC. The HFA shall cause all SHIP Repayments to be delivered directly to the County. All administrative functions performed by the HFA in connection with the SHIP Program must be consistent with and in accordance with the Act, with the SHIP Regulations, and with the most current version of the LHAP adopted by the County, as the same may hereafter be amended from time to time. For purposes of this Interlocal Agreement, the most current version of the LHAP is that which was adopted for the 2010-11, 2011-12 and 2012-13 fiscal years of the County. The HFA shall be responsible for drafting and proposing to the County on a timely basis such amendments and revisions to the LHAP as may be necessary or appropriate under the Act and the SHIP Regulations for consideration by the Board. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

(a) The qualifications process of determining the eligibility of persons to participate in the SHIP Program locally as SHIP Beneficiaries;

(b) The selection of contractors to perform home rehabilitation improvements in accordance with the applicable Procurement Rules;

(c) The timely preparation and submission to the County of proposed agreements with contractors for home rehabilitation improvements;

(d) The monitoring of home rehabilitation contractor performance and reporting of defaults thereof to the County Manager;

(e) The timely preparation and submission to the County of purchase order requisitions for the encumbering of SHIP Funds;

(f) The timely approval and submission to the County of statements and invoices for the payment of encumbered SHIP Funds;

- (g) The proper maintenance of records for audit purposes;
- (h) The participation in audits of operations and SHIP Funds expenditures by the County's Commission Auditor, the County's external auditor, the FHFC, and any State or federal agency with jurisdiction; and,
- (i) The timely preparation and submittal of such reports as may be required under the Act, the SHIP Regulations and the LHAP.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the SHIP Program locally, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon submitting a report to any third party related to the SHIP Program, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from the FHFC or any State or federal agency with jurisdiction pertaining to the SHIP Program, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from the FHFC or any State or federal agency with jurisdiction pertaining to the SHIP Program, the HFA shall provide a copy thereof to the County Manager. All contact between the County and the HFA shall be coordinated through the County Manager and the HFA's Executive Director.

4. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions required of the County under the NSPI Contract, the BASCA Contract, the NHDC Contract-NSPI, and the Fox NSPI Agreement, with the exception of the receipt and disbursement of NSPI funds, and with the exception of the entry into home purchase agreements under NSPI. All administrative functions performed by the HFA in connection with NSPI must be consistent with and in accordance with the NSPI Contract and all documents and laws, rules and regulations referenced therein, as the same may hereafter be amended from time to time. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

- (a) The selection of developers to purchase homes under NSPI in accordance with the NSPI Contract and the applicable Procurement Rules;
- (b) The timely preparation and submission to the County of proposed agreements with developers, including BASCA and NHDC, for NSPI-qualified home purchases and rehabilitation undertakings;
- (c) The monitoring of home rehabilitation performance and reporting of defaults thereof to the County Manager;
- (d) The timely preparation and submission to the County of purchase order requisitions for the encumbering of NSPI funds;

- (e) The timely approval and submission to the County of statements and invoices for the payment of encumbered NSPI funds;
- (f) The proper maintenance of records for audit purposes;
- (g) The participation in audits of operations and NSPI funds expenditures by the County's Commission Auditor, the County's external auditor, DCA, and any State or federal agency with jurisdiction;
- (h) The timely preparation and submittal of such reports as may be required under the NSPI Contract;
- (i) The monitoring of BASCA's performance of its duties, covenants and obligations under the BASCA Contract;
- (j) The monitoring of NHDC's performance of its duties, covenants and obligations under the NHDC Contract-NSPI;
- (k) The monitoring of performance by Developers of their duties, covenants and obligations under their contracts with the County; and,
- (l) The monitoring of performance by FFEI of its duties, covenants and obligations under the Fox NSPI Agreement.
- (m) The monitoring of subrecipients and their performance in conformity with the requirements of the NSPI Contract.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the NSPI Contract, the BASCA Contract, the NHDC Contract-NSPI, and the Fox NSPI Agreement, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon receiving a report from BASCA, NHDC, any Developer or FFEI pertaining to NSPI, the HFA shall promptly provide a copy thereof to the County Manager. Upon submitting a report to any third party pertaining to NSPI, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from DCA or any State or federal agency with jurisdiction pertaining to NSPI, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from DCA or any State or federal agency with jurisdiction pertaining to NSPI, the HFA shall provide a copy thereof to the County Manager. Immediately upon making the determination that BASCA is in material default of any of its duties, covenants and obligations under the BASCA Contract, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that NHDC is in material default of any of its duties, covenants and obligations under the NHDC Contract-NSPI, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that any Developer is in material default of any of its duties, covenants and obligations under its

agreement with the County related to NSP1, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that FFEI is in material default of any of its duties, covenants and obligations under the Fox NSP1 Agreement, the HFA shall so notify the County Manager in writing. All contact between the County and the HFA regarding NSP1 shall be coordinated through the County Manager and the HFA's Executive Director.

5. The County hereby engages the HFA to perform on behalf of the County all of those administrative duties and functions required of the County under the NSP3 Contract, the NHDC Contract-NSP3, and the Fox NSP3 Agreement, with the exception of the receipt and disbursement of NSP3 funds, and with the exception of the entry into home purchase agreements under NSP3. All administrative functions performed by the HFA in connection with NSP3 must be consistent with and in accordance with the NSP3 Contract, the most current version of the NSP3 HAP, as the same may hereafter be amended from time to time, and all documents and laws, rules and regulations referenced therein, as the same may hereafter be amended from time to time. The HFA shall be responsible for drafting and proposing to the County on a timely basis such amendments and revisions to the NSP3 HAP as may be necessary or appropriate under the applicable state and federal laws, rules and regulations governing NSP3 for consideration by the Board. The administrative duties and functions of the County undertaken by the HFA under this paragraph include but are not limited to:

- (a) The selection of developers to purchase homes under NSP3 in accordance with the NSP3 Contract and the applicable Procurement Rules;
- (b) The timely preparation and submission to the County of proposed agreements with developers, including NHDC, for NSP3-qualified home purchases and rehabilitation undertakings;
- (c) The monitoring of home rehabilitation performance and reporting of defaults thereof to the County Manager;
- (d) The timely preparation and submission to the County of purchase order requisitions for the encumbering of NSP3 funds;
- (e) The timely approval and submission to the County of statements and invoices for the payment of encumbered NSP3 funds;
- (f) The proper maintenance of records for audit purposes;
- (g) The participation in audits of operations and NSP3 funds expenditures by the County's Commission Auditor, the County's external auditor, DCA, and any State or federal agency with jurisdiction;
- (h) The timely preparation and submittal of such reports as may be required under the NSP3 Contract;

(i) The monitoring of NHDC's performance of its duties, covenants and obligations under the NHDC Contract-NSP3;

(j) The monitoring of performance by Developers of their duties, covenants and obligations under their contracts with the County; and,

(k) The monitoring of performance by FFEI of its duties, covenants and obligations under the Fox NSP3 Agreement.

(l) The monitoring of subrecipients and their performance in conformity with the requirements of the NSP3 Contract.

It is the intention of the Parties that the HFA perform all of the duties and functions heretofore performed by the County's SHIP Coordinator and her administrative assistant in the administration of the NSP3 Contract, the NHDC Contract-NSP3, and the Fox NSP3 Agreement, and therefore the enumeration of the foregoing administrative duties and functions is intended merely to illustrate the scope thereof, and not to limit the same. Upon receiving a report from NHDC, any Developer or FFEI pertaining to NSP3, the HFA shall promptly provide a copy thereof to the County Manager. Upon submitting a report to any third party pertaining to NSP3, the HFA shall promptly provide a copy thereof to the County Manager. Immediately upon the HFA's receipt of a written audit inquiry or report from DCA or any State or federal agency with jurisdiction pertaining to NSP3, the HFA shall provide a copy thereof to the County Manager. Immediately upon the HFA's submittal of a written response to any audit inquiry from DCA or any State or federal agency with jurisdiction pertaining to NSP1, the HFA shall provide a copy thereof to the County Manager. Immediately upon making the determination that NHDC is in material default of any of its duties, covenants and obligations under the NHDC Contract-NSP3, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that any Developer is in material default of any of its duties, covenants and obligations under its agreement with the County related to NSP3, the HFA shall so notify the County Manager in writing. Immediately upon making the determination that FFEI is in material default of any of its duties, covenants and obligations under the Fox NSP3 Agreement, the HFA shall so notify the County Manager in writing. All contact between the County and the HFA regarding NSP3 shall be coordinated through the County Manager and the HFA's Executive Director.

6. As compensation for administrative services provided by the HFA under this Interlocal Agreement, the County shall pay the HFA the sum of \$2,500.00 per month, prorated for any partial month. In order to obtain such payment, the HFA must submit a statement to the County no more frequently than one time each calendar month separately itemizing the reimbursable expenses incurred and the services provided for the SHIP Program, NSP1 and NSP3. Services provided by the HFA's Executive Director shall be itemized based upon the Executive Director's then-current hourly rate, which shall not exceed \$40.00. The HFA shall provide upon request such information and documentation related to each statement submitted as may reasonably be necessary for the County to obtain reimbursement therefor from SHIP Funds, NSP1 funds and NSP3 funds, as applicable. The County's obligation to pay the HFA the sum of \$2,500.00 per month as provided

herein is not dependent upon the amount of services provided or reimbursable expenses incurred by the HFA. Further, such compensation shall be inclusive of all expenses incurred by the HFA.

7. The HFA performs all of its duties, covenants and obligations under this Interlocal Agreement as an independent contractor, and not as an employee of the County.

8. Any notices, reports or other documents provided by one of the Parties to the other under this Interlocal Agreement shall delivered to the following addresses or such other addresses as may hereafter be specified by notice hereunder:

County:

County Manager  
Post Office Box 1366 (mail)  
477 Houston Street, 4th Floor (delivery)  
Green Cove Springs, Florida 32043

HFA:

Executive Director  
Post Office Box 1620 (mail)  
1279 Kingsley Avenue, Suite 118 (delivery)  
Orange Park, Florida 32067-1620

9. All records maintained by the HFA in connection with the SHIP Program, with NSP1, with NSP3, and with all related matters addressed in this Interlocal Agreement shall be sufficient to show the HFA's compliance with the terms of this Interlocal Agreement. Such records shall remain available for inspection by the County for a period of at least six years. In the event any litigation, claim or audit is commenced before the six year period expires and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. All records maintained by the HFA in connection with the SHIP Program, with NSP1, with NSP3, and with all related matters addressed in this Interlocal Agreement shall be regarded as public records under Chapter 119, Florida Statutes, and shall be subject to disclosure as provided therein.

10. The County will provide to the HFA a County email address and the existing space in the County Administration Building in Green Cove Springs, Florida, most recently occupied by the County's SHIP Coordinator and her administrative assistant, within which the HFA shall provide its administrative services specified in this Interlocal Agreement. The County shall have the right provide alternate, functionally equivalent space in lieu of the existing space.

11. This Interlocal Agreement shall commence upon the date first above-written, and shall remain in effect continuously thereafter until terminated as provided under paragraph 12.

12. Each of the Parties shall have the right to terminate this Interlocal Agreement for cause upon ten calendar days prior written notice. Each of the Parties shall have the right to terminate this Interlocal Agreement without cause upon sixty calendar days prior written notice. The provisions of paragraphs 2, 7, 9, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Interlocal Agreement. The liabilities of each of the Parties accruing under this Interlocal Agreement prior to its termination shall survive such termination.

13. This Interlocal Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. In the event either of the Parties shall retain an attorney to litigate on its behalf against the other regarding the enforcement or interpretation of this Interlocal Agreement or regarding the rights, remedies, obligations or liabilities of the Parties arising under this Interlocal Agreement, the Party prevailing on the majority of its claims, or which successfully defends against a majority of the other Party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other Party, including fees and costs incurred from the date of referral of the dispute to the prevailing Party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

15. Subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and without being deemed to operate as a waiver of the HFA's sovereign immunity, the HFA shall fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the person or property of others, which is caused by fault, acts, omissions or comparative negligence, whether active or passive, attributable to the HFA or to any of the HFA's employees, officers, agents, servants or subcontractors in the performance of the HFA's duties, covenants and obligations under this Interlocal Agreement.

16. No third party beneficiaries are intended or contemplated under this Interlocal Agreement, and no third party shall be deemed to have rights or remedies arising under this Interlocal Agreement against either of the Parties to this Interlocal Agreement.

17. The Recitals set forth hereinabove form an integral part of this Interlocal Agreement. When construing this Interlocal Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the Parties set forth in this Interlocal Agreement.

18. All payments by the County to the HFA under this Interlocal Agreement shall be made in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper statement under paragraph 6 shall have the number of days provided in said act in which to make payment.

19. The HFA acknowledges that in the budget for each fiscal year of the County during which the term of this Interlocal Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under this Interlocal Agreement. Any other provisions of the Interlocal Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under this Interlocal Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

20. The HFA shall not assign this Interlocal Agreement or any portion thereof to any third party, nor subcontract for the performance of any of its duties, covenants and obligations under this Interlocal Agreement without the prior written consent of the County, which consent may be withheld for any or no reason. Any attempted assignment or subcontracting in violation of this paragraph shall be deemed null and void.

21. The HFA shall not conduct lobbying activities in violation of the NSP1 Contract or the NSP3 Contract.

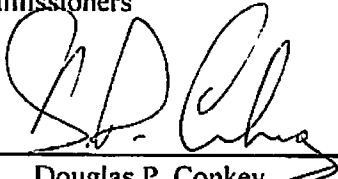
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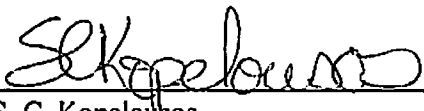
**IN WITNESS WHEREOF**, each of the Parties has caused this Interlocal Agreement to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:

Clay County, a political subdivision of the State of Florida, by its Board of County Commissioners

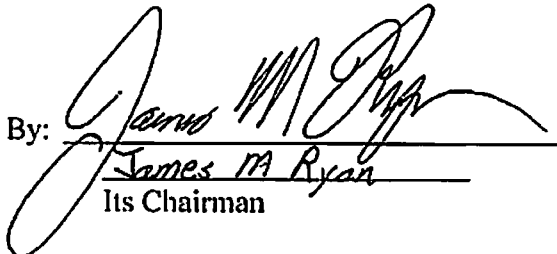
By:   
Douglas P. Conkey  
Its Chairman

Attest for the County:


  
S. C. Kopeloussos  
County Manager and Clerk of the Board of County Commissioners

HFA:

Housing Finance Authority of Clay County,  
Florida, a public body corporate and politic  
created under the authority of Section 159.604,  
Florida Statutes

By:   
James M. Ryan  
Its Chairman

Attest for the HFA:

  
Theresa Sumner  
Its Executive Director

**In Re: Clay County Agreement/Contract No. 2012/13-26**

**First Amendment to Interlocal Agreement  
[SHIP and NSP Administration]**

This First Amendment to Interlocal Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes (the HFA), as of the 1st day of October, 2015.

**Recitals**

**WHEREAS**, the County and the HFA (the Parties) have heretofore entered into that certain Interlocal Agreement dated as of the 20th day of November, 2012, and designated by the County as Agreement/Contract No. 2012/13-26 (the Agreement); and,

**WHEREAS**, the parties desire to amend paragraph 6 of the Agreement as hereinafter provided.

**IN CONSIDERATION OF** the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. Effective as of the first calendar month following the date first above-written, paragraph 6 of the Agreement is amended to read in its entirety as follows:

6. As compensation for administrative services provided by the HFA under this Interlocal Agreement, the County shall provide to the HFA on an annual basis, or as often as SHIP Program allocation is received from the Florida Housing Finance Corporation, or its designee, the percentage of SHIP allocation (traditionally 10%) allowed for administrative expenses, along with the percentage allowed for administrative expenses from program income coming back into the SHIP Program. The HFA will provide an invoice to the County on a quarterly basis for the payment of the administrative expenses allowed from the program income. The County will retain from said administrative expenses, an amount necessary to pay the salary and legacy costs for the administrative assistant now employed in that position. The County will also retain a nominal amount from the administrative expenses to pay for postage, recording and office supplies. In the event the County is no longer providing an administrative assistant to the SHIP Program, all administrative expenses will be provided to the HFA, including the nominal amount withheld for postage, recording and office supplies.

2. The amendment to paragraph 6 of the Agreement under paragraph 1 hereof shall apply prospectively only commencing the first calendar month following the date first above-written.


3. Except as amended pursuant to paragraph 2 of this Instrument, the Agreement remains in full force and effect in accordance with its terms.

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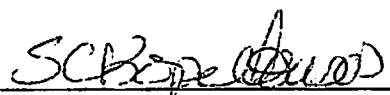
IN WITNESS WHEREOF, each of the Parties has caused this Instrument to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

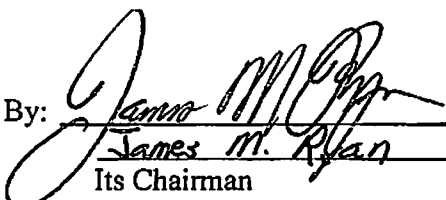
By:   
Diane Hutchings  
Its Chairman

ATTEST FOR CLAY COUNTY:

  
S. C. Kopelousos  
County Manager and Clerk of the Board of County Commissioners

HFA:

Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes

By:   
James M. Ryan  
Its Chairman

**In Re: Clay County Agreement/Contract No. 2012/13-26**

**Second Amendment to Interlocal Agreement  
[SHIP and NSP Administration]**

This Second Amendment to Interlocal Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes (the HFA), as of this 26<sup>th</sup> day of March, 2019.

**Recitals**

**WHEREAS**, the County and the HFA (the Parties) have heretofore entered into that certain Interlocal Agreement dated as of the 20<sup>th</sup> day of November, 2012, as amended by that certain First Amendment dated October 1, 2015, designated by the County as Agreement/Contract No. 2012/13-26 (the Agreement); and

**WHEREAS**, the Parties now desire to amend paragraph 3(h) of the Agreement as hereinafter provided.

**IN CONSIDERATION** of the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. Effective as of the first calendar month following the date first above written, paragraph 3(h) of the Agreement is amended to read in its entirety as follows:
  3. (h) The participation in audits of operations and SHIP Funds expenditures by the County's Commission Auditor, the County's external auditor, the FHFC, and any State or federal agency with jurisdiction in accordance with the Comprehensive Single Entity Audit;
2. The amendment to paragraph 3(h) of the Agreement under paragraph 1 hereof shall apply prospectively only commencing the first calendar month following the date first above written.
3. Except as amended pursuant to paragraph 1 of this Instrument, the Agreement remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the Parties has caused this Instrument to have been executed on its behalf by the proper officers thereof as of the day and year first above written.

County:  
CLAY COUNTY, a political subdivision of  
the State of Florida, by its Board of County  
Commissioners

By: Mike Cella  
Mike Cella  
Its Chairman

ATTEST FOR CLAY COUNTY:

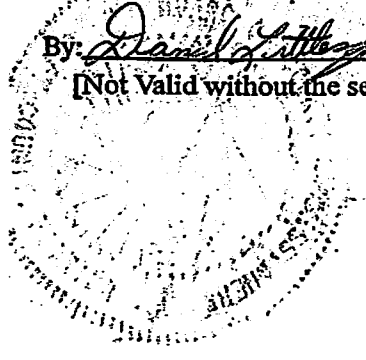
Lorin L. Mock  
Lorin L. Mock,  
Acting County Manager and Clerk of the  
Board of County Commissioners

I hereby certify that this document consisting of  
2 page[s] and further identified as  
[ Agreement/Contract No. 2012/13-26 ] is  
a true and correct copy of the original maintained  
in the custody of Lorin L. Mock, Acting County  
Manager and Ex-Officio Clerk of the Board of  
County Commissioners of Clay County, Florida,  
this 8<sup>th</sup> day of April 2019

By: David J. Little Deputy Clerk  
[Not Valid without the seal of the Board]

HFA:  
Housing Finance Authority of Clay County,  
Florida, a public body corporate and politic  
created under the authority of Section  
159.604, Florida Statutes

By: James M. Ryan  
James M. Ryan  
Its Chairman



**EXHIBIT G**

**CLAY COUNTY SHIP/CDBG SUBORDINATION POLICY**



## CLAY COUNTY SHIP/CDBG SUBORDINATION POLICY

1. The policy of Clay County is not to subordinate.
2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

Theresa Sumner, SHIP Coordinator  
P.O. Box 1366  
Green Cove Springs, FL 32043  
Office: (904) 278-4700  
Fax: (904) 278-4786

3. Requests for waiver of the policy must be approved by the Board of County Commissioners. Before this is done, the following documents and information must be provided to the SHIP Coordinator:

- ✓ Proof of licensure to do business in the State of Florida.
- ✓ Release of Information form signed by the homeowner (signatures will be verified).
- ✓ Complete terms and conditions of the new loan.

**NOTE:** Consideration will not be given any request for waiver of the subordination policy without this information. This information will be part of the packet presented to the Board for consideration. Additional information may be required.

4. Guidelines for subordination approval:

- ✓ The new interest rate shall be at least one percent (1%) lower than the interest rate in effect at the time of request.
- ✓ The new rate shall be a fixed rate only.
- ✓ The new monthly payment shall be lower than the previous payment and include principle, interest, taxes, and insurance (PITI).
- ✓ All closing costs, recording fees, etc. incurred with the subordination shall be paid by the lender and/or applicant.
- ✓ Provide a full disclosure of costs charged to the applicant prior to Board approval. This information will be presented to the Board with the subordination agreement.
- ✓ A copy of the Good Faith Estimate.
- ✓ Provide supporting documentation as to the validity for the refinance (new payment/old payment, new interest rate/old interest rate).
- ✓ The loan can include debt consolidation as long as the Loan to Value of all mortgages does not exceed 95%. The maximum loan to value of all mortgages on a mobile home cannot exceed 80%.

5. Requests for waiver of the Board's policy will be reviewed and a decision made on a case-by-case basis based, but are not limited to, on such merits as the following:

- ✓ Emergency needs arising out of natural disasters;
- ✓ Emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself;
- ✓ Refinancing to a lower interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
- ✓ New payment shall be at least \$50.00 per month less than previous payment.

6. The Board will not consider any requests for the following conditions:

- ✓ The new loan is an adjustable rate mortgage (ARM) or
- ✓ The loan results in cash back to the applicant.